

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED DE

JUN 23 2014

Department of Water Resources

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
65-12562	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Ian W. Gee
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Marc E. Johnson
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- | | | | |
|------------------------|----------------------------|-----------|--------------|
| <u>1407 Kresky Ave</u> | <u>Centralia</u> | <u>WA</u> | <u>98531</u> |
| Mailing address | City | State | ZIP |
| <u>(360) 508-9613</u> | <u>docmarcsmls@aol.com</u> | | |
| Telephone | Email | | |
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 2/2/2014
6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:
- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
 - If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
 - New lessor(s) of record will receive payment after the following rental season.
7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature: Marc E. Johnson Title, if applicable: P.O.A. Date: 6/23/2014

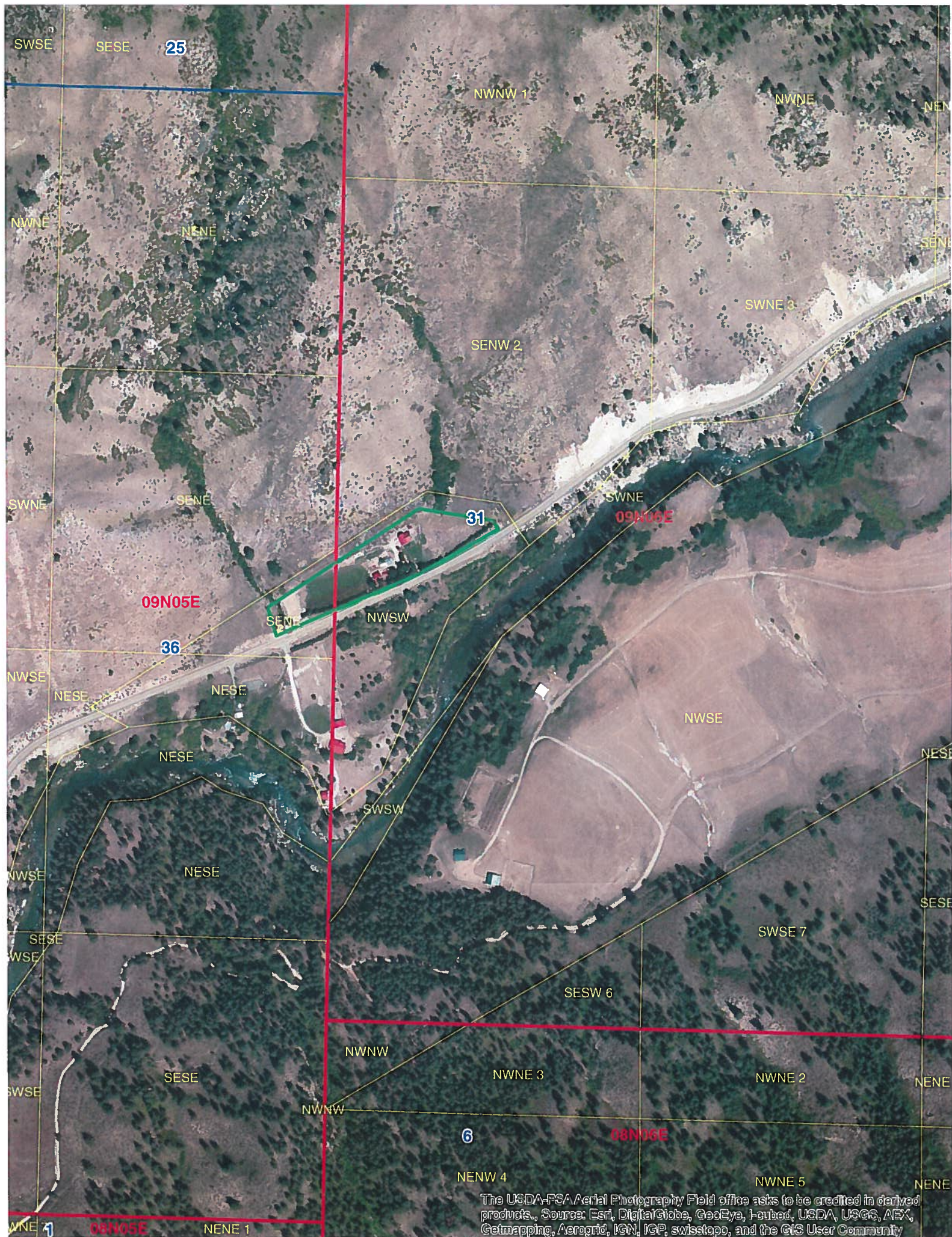
Signature: Stanley E. Johnson Title, if applicable: _____ Date: _____

Signature: _____ Title, if applicable: _____ Date: _____

For IDWR Office Use Only:

Received by: CW Date: 6/23/14 Receipt No.: 1099057 Receipt Amt.: \$25.00

Approved by: _____ Processed by: John Date: 7-15-14



Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

6/23/2014

WATER RIGHT NO. 65-12562

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DENA C GEE
Current Owner	IAN W GEE 10 BASE CAMP GARDEN VALLEY, ID 83622 208-462-2443
Original Owner	LINDA J JENKINS
Original Owner	RICHARD L JENKINS 10 BASE CAMP GARDEN VALLEY, ID 83622

Priority Date: 08/24/1982

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	11/01	0.07 CFS	12.3 AFA
DOMESTIC	1/01	12/31	0.06 CFS	1.2 AFA
Total Diversion			0.07 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESW Lt 2|Sec. 31|Township 09N|Range 06E|BOISE County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BOISE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09N	06E	31	2	NESW	3.5									

Place of Use Legal Description: DOMESTIC BOISE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
09N	06E	31	2	NESW										

Total Acres: 3.5

Conditions of Approval:

- | | | |
|----|-----|--|
| 1. | N10 | THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE. |
| 2. | C18 | THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412 (6), IDAHO CODE. |

Dates:

Licensed Date:

Decreed Date: 11/03/2000

Permit Proof Due Date: 10/1/1987

Permit Proof Made Date: 4/16/1985

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:
Water Supply Bank Enrollment Date Accepted:
Water Supply Bank Enrollment Date Removed:
Application Received Date: 08/24/1982
Protest Deadline Date:
Number of Protests: 0

Other Information:
State or Federal: S
Owner Name Connector: AND
Water District Number:
Generic Max Rate per Acre:
Generic Max Volume per Acre:
Civil Case Number:
Old Case Number:
Decree Plaintiff:
Decree Defendant:
Swan Falls Trust or Nontrust:
Swan Falls Dismissed:
DLE Act Number:
Cary Act Number:
Mitigation Plan: False

Close

After Recording, Return to:
Marc E. Johnson
945 Warm Springs Ave.
Boise, ID 83712

Instrument # 242666
IDAHO CITY, BOISE COUNTY, IDAHO
2-13-2014 02:03:49 No. of Pages: 2
Recorded for: MARC E. JOHNSON
MARY T. PRISCO
Ex-Officio Recorder-Deputy
Index to: DEEDS

TRUSTEE'S DEED

1407 Kresky, Centuria, WA 98531

Northwest Trustee Services, Inc. (herein called Trustee) as successor trustee under the Deed of Trust hereinafter particularly described, does hereby Bargain, Sell and Convey, without warranty, to Marc E. Johnson ~~945 Warm Springs Ave., Boise, ID 83712~~ (herein called Grantee) all of the real property situated in the County of BOISE, State of Idaho, ("Property") described as follows:

A tract of land being a part of Homestead Entry Survey No. 407 lying Northerly of the Forest Service road (now known as Banks-Lowman Hwy.) from Lowman to Garden Valley and more particularly described as:

Beginning at a point on the North line of H.E.S. No. 407 between corners No. 5 and 6 as described in Homestead Entry Survey Book No. 10 of said H.E.S. No. 407 made in 1916; said point being South 56 degrees 01' West 330 feet from Corner No. 6 and also North 43 degrees 46'17" West 429 feet from the quarter corner common to Section 36, Township 9 North, Range 5 East, Boise Meridian and Section 31, Township 9 North, Range 6 East, Boise Meridian, Boise County, Idaho. Also being the Northeasterly corner of the Donald J. and Cora B. Parks property, the True Point of Beginning; thence North 56 degrees 01' East along existing fence 836.88 feet to a rock, being Corner No. 7 of H.E.S. No. 407; thence South 83 degrees 20' East along existing lane 353.18 feet to a rock, being Corner No. 8 of H.E.S. No. 407; thence South 35 degrees 41' East along existing lane 30.90 feet to the North right of way line of Forest Service Road (now known as Banks-Lowman Hwy); thence South 60 degrees 48'32" West along existing fence 419.71 feet along North right of way line of Forest Service Road (now known as Banks-Lowman Hwy); thence South 65 degrees 20'12" West along existing fence 737.83 feet along North right of way line of Forest Service Road (now known as Banks-Lowman Hwy); thence Northwesterly along existing fence 116 feet more or less to the Point of Beginning.

Except therefrom that portion deeded to Boise County in Instrument No. 143044 on April 2, 1996.

This conveyance is made pursuant to the powers conferred upon the Trustee by the deed of trust between Ian W Gee, a married man as his sole & separate property, as grantor for the benefit and security of Mortgage Electronic Registration Systems, Inc. solely as nominee for America's Wholesale Lender, its successors and assigns, as beneficiary, recorded March 28, 2007, as Instrument No. 212954, Mortgage Records of BOISE County, Idaho ("Deed of Trust") and after the fulfillment of the conditions specified in the Deed of Trust authorizing this conveyance as follows:

(a) Default occurred in the obligations for which the Deed of Trust was given as security and the beneficiary made demand upon the Trustee to sell said property pursuant to the terms of the Deed of Trust.

Notice of default was recorded as Instrument No. 240094, Mortgage Records of BOISE County, Idaho ("Notice of Default") and in the office of the Recorder of each other county in which the property described in the Deed of Trust, or any part thereof, is situated, the nature of such default being as set forth in the Notice of Default. The described default still existed at the time of sale.

(b) After recordation of the Notice of Default, the Trustee gave notice of the time and place of the sale of the Property by registered/certified mail, return receipt requested, by personal service upon the occupants of said real property and/or by posting in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the Property is situated ("Notice of Sale"). Affidavits of mailing, service/posting and publication were recorded in the county or counties where the Property is situated at least 20 days prior to date of sale as Instrument No. 241249, Mortgage Records of BOISE County, Idaho.

(c) The provisions, recitals and contents of the Notice of Default referred to in paragraph (a) and of the Affidavits referred to in paragraph (b) shall be and are incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

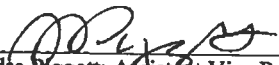
(d) All requirement of law regarding the mailing, personal service, posting, publication and recording of the Notice of Default, notice of sale and all other notices have been complied with.

(e) Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of the Property.

Trustee, on January 30, 2014, at the time and place of sale fixed by the Notice of Sale or by publicly proclaimed postponement, sold the Property in one parcel at public auction to Grantee, the highest bidder, for the sum of \$225,001.00. The trustee's sale to Grantee was made subject to all prior liens and encumbrances. No person or corporation offered to take any part of the Property constituting less than the Property's whole for the amount of principal, interest, advances and costs.

IN WITNESS WHEREOF, The Trustee, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its Assistant Vice President, this February 3, 2014.

Northwest Trustee Services, Inc., Trustee

BY: 
Its: Deirdre Piggott; Assistant Vice President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this February 3, 2014, before me, a Notary Public in and for said State, personally appeared Deirdre Piggott, known to me to be the Assistant Vice President of the corporation that executed this instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

RENDA P. NGUON
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
12-24-16


NOTARY PUBLIC in and for the State of
Washington, residing at King County
My commission expires 12-24-2016

NORTHWEST TRUSTEE SERVICES, INC.

P.O. Box 997
BELLEVUE, WA 98009-0997

425-586-1900
FAX 425-586-1997

File No: 7021.17647
Client: Bank of America, N.A.
Borrower: Gee, Ian W. and Dena C.

SERVING WASHINGTON, OREGON, IDAHO, ALASKA & MONTANA

stewart title

POWER OF ATTORNEY (REAL ESTATE)

KNOW ALL MEN BY THESE PRESENTS, that I/We Marc E. Johnson hereby make, constitute and appoint Stanley E. Johnson as my true and lawful attorney in fact with full power and authority in my name and in my stead and on my behalf:

1. The Power to perform any and all acts necessary to purchase, sell, convey, transfer title, deliver deeds, bargain, encumber, or contract for the sale or purchase of certain real property described as follows:

T9N R6E SEC31
PTN OF RES. #407 OR
TAX & LESS HWY R/W #143044

Address: 10 Base Camp Rd.
LANSSEN VALLEY, ID
83622

(initials)

~~also known by street address number 1010 W. Main St., Boise, ID 83724~~

2. To execute a promissory note or notes creating and evidencing an obligation as therein set forth, and to execute a Deed of Trust encumbering the above described real property and securing the repayment of the obligations described in said promissory note, and to execute all assignments of rents, financing statements, and security agreements in addition to the Deed of Trust to secure repayment of the obligations set forth in said promissory note.
3. To sign on my behalf settlement statements, disclosure statements, acceptance statements, affidavits concerning mechanic's liens, assignment of security deposits, extensions of the contract for purchase and sale, and any and all other documents and Instruments required as part of the closing function pertinent hereto.

AND in general I give my said attorney in fact full power to handle all my business affairs in such manner and with such authority as myself might exercise, including the power to make, execute, and acknowledge instruments of every kind which may be proper or requisite to effectuate all or any of the premises.

I hereby ratify, confirm and approve each and every act of my said attorney heretofore and hereafter taken in conformity with this power of attorney.

This power of attorney shall be executed and revised by me in writing, and the attorney in fact above named. Everyone dealing with my said attorney in fact shall be entitled to rely upon the certificate of such attorney in fact to the effect that his/her power is in effect and has not been revoked.

~~THIS power of attorney shall not be affected by the disability of the principal.~~

THIS power of attorney shall automatically expire by its own terms upon completion of the limited purpose set forth above.

IN WITNESS WHEREOF, I have set my hand on this 15th day of July, 2014. (initials)

Marc E. Johnson

stewart title

POWER OF ATTORNEY (REAL ESTATE)

KNOW ALL MEN BY THESE PRESENTS, that I/We Marc E. Johnson hereby make, constitute and appoint Stanley E. Johnson as my true and lawful attorney in fact with full power and authority in my name and in my stead and on my behalf:

1. The Power to perform any and all acts necessary to purchase, sell, convey, transfer title, deliver deeds, bargain, encumber, or contract for the sale or purchase of certain real property described as follows:

Parcel Number RPD9N04 E04350A

T9N R4E SEC4
S1/2NW, SWNE LOTS 1, 2, 3, 4, 5 LESS: 183, 228 & PTN OF (M)
T.L.R. & B. & T.L.R. MINOR SUB

2. To execute a promissory note or notes creating and evidencing an obligation as therein set forth, and to execute a Deed of Trust encumbering the above described real property and securing the repayment of the obligations described in said promissory note, and to execute all assignments of rents, financing statements, and security agreements in addition to the Deed of Trust to secure repayment of the obligations set forth in said promissory note.
3. To sign on my behalf settlement statements, disclosure statements, acceptance statements, affidavits concerning mechanic's liens, assignment of security deposits, extensions of the contract for purchase and sale, and any and all other documents and instruments required as part of the closing function pertinent hereto.

AND in general I give my said attorney in fact full power to handle all my business affairs in such manner and with such authority as myself might exercise, including the power to make, execute, and acknowledge instruments of every kind which may be proper or requisite to effectuate all or any of the premises.

I hereby ratify, confirm and approve each and every act of my said attorney heretofore and hereafter taken in conformity with this power of attorney.

This power of attorney shall be enforceable and revocable by the attorney in fact named above, the attorney in fact above named. Everyone dealing with my said attorney in fact shall be entitled to rely upon the certificate of such attorney in fact to the effect that his/her power is in effect and has not been revoked.

THIS power of attorney shall not be affected by the disability of the principal.

THIS power of attorney shall automatically expire by its own terms upon completion of the limited purpose set forth above.

IN WITNESS WHEREOF, I have set my hand on this 15th day of June, 2014.

Marc E. Johnson

Stewart Title Company
Power of Attorney